

This Service and Maintenance Agreement ("Agreement") is made as of this date, February 12, 2018, by and between Hollywood Property Owners Alliance Business Improvement District ("HPOA" BID) ("Owner Representative") and Metro Video Systems, Inc. ("MVS"), with its principal place of business located at: 1220 East Imperial Avenue, El Segundo, CA, 90245. This Agreement is specifically for the Service and Maintenance for HPOA ("Owner Representative") located at 6562 Hollywood Blvd, Los Angeles, CA 90028 ("Location") (MVS and Customer at times may be referred to as the "Parties").

I. General Terms and Conditions

- A. This Agreement forms the basis of a contract to provide services for the Routine Inspection, Servicing and Maintenance and Repair of the security system designed, developed and installed by MVS, pursuant to the Subcontractor Agreement, signed and dated February 12, 2018, by and between MVS and Owner Representative
- B. The scope of work includes, but is not limited to, repair, replacement and installation services, firmware and software issues, preventative maintenance and training, see Section IV. "Services." The extensive list of services that will be provided by MVS is attached to this Agreement, as Exhibit A, "Scope of Work." Services that are not covered under this Agreement are listed in Exhibit B, "Exclusions."
- C. The services provided are limited to the specific equipment MVS installed at Customer's Location ("Eleven Field Locations and Hollywood PD") and does not extend to any other equipment connected to, or connected with, the operation of any other running systems, including 110VAC power.

II. Terms of Agreement

- A. The term of this Agreement shall commence on the execution of this Agreement and shall continue for a twelve (12) month period term.
- B. This Agreement will automatically renew if the Customer does not terminate this Agreement, by written notice, within ninety (90) days prior to the renewal date.

III. Charges

- A. A. Customer agrees to pay MVS the sum of *Three Thousand Five hundred nineteen (\$3,519.00)* ("Service Charge") per month, in consideration of this Agreement for the outlined service. Invoices will be issued on the 1st of each month NET 30 DAYS. Failure to pay the monthly Service Charge within (15) days of the payment being due MVS shall be entitled to immediately terminate its services, but MVS reserves all of its rights and remedies under this Agreement

and under applicable law. Any Late Payment will accrue interest at a rate of 18% per year (1.5% per month).

- B. Customer agrees to pay MVS \$187.50 per hour for any emergency or after hour service request. This includes a four (4) hour minimum charge.
- C. The stated Service Charge amount includes compensation for all of MVS' costs, including, without limitation, travel costs, fringe benefits, out of pocket expenses and overhead costs. In the event MVS needs to send any parts of the installed Equipment away from the Location for repair or overhaul, MVS shall bear all the costs, including those of packing, carriage and insurance, incurred in the dispatch, overhaul, repair, return and installation of the equipment.
- D. Additional Charges: If Customer requests any new equipment, upgrades, moves or changes, MVS will submit a time-and-materials proposal subject to review and approval by the Customer. Authorization may be based on a lump sum or time and materials basis, as deemed appropriate by the Customer.
- E. Replacement Equipment: MVS will attempt to repair all Equipment no longer under the manufacturer's warranty. Any Equipment that cannot be reasonably repaired will be replaced upon Customer's approval at the cost of the equipment and MVS' service rate. It is understood, that at times, repairs or replacement of equipment may not be an exact replacement of the equipment, due to model changes or lack of inventory. In this case, MVS will procure the closest functional equipment obtainable consistent with the requirements of the security system.

IV. Services

- A. Quarterly Preventive Maintenance (QPM): MVS will be responsible for providing the tools and test Equipment necessary to carry out the QPM of the CCTV equipment and will validate that the equipment is operating correctly to the optimum performance settings. MVS will assume all responsibilities in providing the Customer with comprehensive preventative maintenance for all Equipment, including but not limited to, cameras, servers and storage devices and all additional Equipment noted in Exhibit C. This will include cleaning of all camera lenses and domes and coordinating refreshers of servers, routers, switches and cameras. MVS will make sure to keep Customer's system up-to-date and operational, reduce hardware failures, and ensure that the security system is running effectively and efficiently.
- B. On-Call Services: MVS shall communicate with the customer within four (4) hours of the service request and during normal business hours for determination – Normal, Emergency or Critical. See Support and Hours. If the Equipment cannot be repaired on-site, if available, MVS will provide a temporary replacement ("Spare"). MVS's will attempt to keep inventory of spares, including but not limited to servers, cameras, and network switches, however, at times new equipment may need to be ordered.
- C. Installation Services: MVS will address and software or firmware problems and provide necessary upgrades when recommended by the manufacture. All major upgrades will have an applicable fee if any fees are charged from the manufacturer.
- D. Technical Support Services: Including normal day-to-day technical support, MVS will assist the

end-user (LAPD) with forensic search and data search services.

- E. Training Services: MVS will be responsible for training on any changes made to servers, switches or cameras as well as any hardware and software changes made by the manufacturer

V. Support and Hours

- A. Normal Business Hours: All work will be performed during normal business hours (7:30 am – 4:30 pm, Monday- Friday). Customer must notify MVS of problems before 1:00 pm for same day service. MVS will repair the security system either at the Location or, when possible, by remote services. Although every effort will be made to repair the system without delay, attendance at the site is not a guarantee that a complete resolution of the issue will be solved and further attendance may be required.
- B. Emergency Response: Four (4) hour guaranteed emergency response during normal business hours. If an emergency is not reported by Customer during normal business hours, MVS will attempt to provide immediate service, however, service is not guaranteed and may not be provided until the next business day. Emergency, After-Hour and/or Holiday Calls, where service is requested during non-business hours, will be billed at \$187.50 per hour.

VI. MVS' Responsibilities

- A. MVS shall take such reasonable steps to maintain the Equipment so that it shall continue to have, throughout the term, acceptable high standards of serviceability and performance.
- B. All goods and materials used by MVS shall be of the highest standard and quality and in full compliance with the requirements of the original equipment manufacturer's recommendations. All replacements shall be new and of a manufacturer's revision level and not less than that of the parts to be replaced. When replacement parts are fitted, these shall become the property of the Customer.
- C. MVS shall be responsible for providing the access vehicle and safety barriers during servicing.
- D. MVS will also provide support by a licensed technician, who is familiar with the architect and engineering of the security and software system at the Location and specifically with LAPD's Public Surveillance System.
- E. IT Services Related to the IP Surveillance System, excluding LAN/WAN/VLAN

VII. Customer's Responsibilities

- A. Customer agrees not to allow any person other than one of MVS' authorized representatives to test, repair, adjust, connect to or alter any part of the system at any time during the duration of this Agreement.
- B. Customer agrees not to tamper with, disable, remove, repair, or otherwise interfere in any way with the Equipment. Customer acknowledges that the location of the Equipment may affect the services rendered under this Agreement. Accordingly, the Equipment shall remain in the same

location as originally installed by MVS, and shall not be relocated without the Customer providing express notice to MVS. Customer agrees to pay the cost of any repair, replacement, relocation, or additional equipment made necessary as a result of any painting, alteration, remodeling, or damage by the Customer. The reasons for such repair, replacement, relocation, or additional costs include, but are not limited to, damage caused by unauthorized intrusion of the premises, lightning, electrical surge, fire, flood, water damage, act of God, or any other reason other than damage caused to the Equipment as a result of MVS' own negligence. Any damage caused to the Equipment arising from or related to Customer's failure to care for the Equipment, as set forth within this Agreement, shall void any and all applicable Warranties under this Agreement, as well as any and all services to be provided by MVS.

- C. Customer has the obligation to inform MVS of any materials, working conditions, operations or processes at the Location, which may be hazardous, and MVS reserves the right to withdraw employees from the Location if any significant hazard becomes apparent.

VIII. Procedures

- A. Work Orders: All services performed by MVS shall be initiated by a work order ("Work Order") generated by the Customer via email firstservice@metrovideosystems.com. All work performed shall have a Work Order associated with it prior to the performance of the work. Normal repair and maintenance work shall be provided during normal working hours. Urgent work may proceed without a Work Order; however, the Customer will be notified before such work takes place. A Work Order for urgent work may be written subsequent to the work being performed but will be issued no later than the next business day.
- B. As an option Service and Maintenance Orders: A customer portal can be created through Razorsync with a unique username and password for all service tickets created. The record shall include a brief description of the problem, the resolution, the materials/parts/equipment used, the individual performing the work, and the number of labor hours spent. A \$250.00 set-up fee is required for set-up.

IX. Indemnification

- A. Customer agrees to indemnify, defend, and hold harmless MVS, including its employees, agents, officers, members, affiliates, parents, assigns, and Subcontractors, and each of them, from and against any and all claims, demands, causes of action, damages, costs, expenses, losses, liabilities, and lawsuits (including attorneys' fees and costs), in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with MVS's services to be performed or materials to be supplied under this Agreement.
- B. Customer accepts overall responsibility for the integrity of the system insofar as MVS cannot reasonably be accountable for Customer's actions or those of its agents, or the distribution of keys and/or passwords and codes and therefore the potential for someone to identify themselves using correct codes & passwords; and thus, Customer will indemnify MVS against any loss, damage or injury following a breach of its own security or safety protocol.

- C. Customer accepts that there is no guarantee the security system cannot be circumvented or compromised; or that structural alterations, or the placement of any equipment, fixings or furniture that detracts from the field of detection or view of a device may provide a path that may result in undetected illegal entry and agrees to indemnify MVS against liability for any loss, damage or injury to persons following the non-operation of the system.
- D. MVS has no special knowledge of the value or nature of the contents of Location's premises or the nature of the risks that the contents or occupants may be exposed to at the Location. MVS' system is not a replacement for insurance and may, at best only reduces any risk, loss, damage or injury to persons at the premises. Therefore, the Customer should take out insurance against all likely risks.
- E. Customer agrees to take all reasonable steps to ensure that MVS' security system causes no distress or nuisance to any 3rd Parties and will indemnify MVS against claims made by local police or other governmental agencies.

X. Warranties

- A. Limited Warranty: MVS disclaims any warranty of merchantability or fitness for any particular purpose or use. Customer agrees to test and inspect the Equipment immediately upon completion of installation and to advise MVS in writing of any defect, error, or omission related to the Equipment. The Parties agree that the Equipment, once installed, is in the exclusive possession and control of the Customer, and it is the Customer's responsibility to monitor the proper operation of the Equipment and to notify MVS if the Equipment is in need of service or repair.
- B. Warranty Exclusions: The Warranty shall not cover any loss or damage to the Equipment caused by electrical surge, smoke, fire, flood, water damage, casualty, theft, or act of God, or any damage caused by the negligent or intentional actions of the Customer or third parties, including any of their employees, agents, or assigns. MVS will not be responsible for any of the Equipment, which is not used as authorized.
- C. No Additional Representations or Warranties: MVS has made no representations or warranties except as expressly set forth in this Agreement. MVS does not represent or warrant that the Equipment or services provided in this Agreement will prevent any loss, damage, or injury to any person or property, by reason of burglary, theft, hold-up, battery, assault, fire, equipment failure, or any other cause whatsoever, or that the Equipment or services will in all cases provide the protection or service for which it is installed. Customer acknowledges that MVS is not an insurer and no insurance coverage is offered by MVS under this Agreement. Customer assumes all risk of loss or damage to Customer's Location or its contents, as well as all risk of injury to persons on Customer's Location, whether as a result of burglary, theft, hold-up, battery, assault, fire, equipment failure, or any other cause whatsoever. Customer releases MVS from any claims for contribution, indemnity, or subrogation.

XI. Miscellaneous Provisions

- A. Independent Contractor: MVS is an independent contractor and not an employee, agent, joint venturer or partner of Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and MVS.
- B. Limitation on Damages: MVS shall not be liable for any incidental, consequential, special, or punitive damages sustained by Customer or any other person or entity, relating to or arising from or out of this Agreement or for any obligation or failure to perform any obligation under this Agreement, regardless of whether such liability is asserted in contract or tort (including negligence and strict products liability, loss of anticipated revenue or loss from business disruption, damage to systems, data or programs). This limitation of liability is irrespective of whether MVS has advised or been advised of the possibility of any such loss or damage.
- C. Limitation on Data Storage: MVS shall have no liability for data corruption or an inability to retrieve data even if caused by MVS' negligence.
- D. Notice of Default: Prior to any termination of services under this Agreement (where applicable), Customer shall provide MVS with written notice regarding MVS' alleged failure to perform any of its obligations under this Agreement ("Notice of Default").
- E. Opportunity to Cure. Customer may not terminate this Agreement prior to providing MVS with a reasonable opportunity to cure any alleged failure in performance.
- F. Legal Jurisdiction: This Agreement shall be governed by the laws of the State of California. Any lawsuit, action, or other proceeding (collectively, "Proceeding") arising out of or relating to this Agreement shall be brought in the courts of the State of California, Los Angeles County.
- G. Notices: All notices required hereunder shall be made in writing to MVS. Notice shall be given by certified or registered mail, return receipt requested, addressed to: Metro Video Systems, Inc., 1220 East Imperial Avenue, El Segundo, CA, 90245.
- H. Construction: Parties have consulted counsel of their own and no party shall be deemed the drafter of this Agreement for purposes of interpretation or construction of any terms contained in this Agreement.
- I. Headings: The descriptive section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- J. Counterparts: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement.
- K. Amendment: All amendments shall be in writing and signed by the persons authorized to bind the Parties.
- L. Entire Agreement: This Agreement and the Exhibits attached and incorporated into this Agreement constitute the full integrated understanding of the Parties and may not be amended, modified, or canceled except in writing and signed by both Parties. Should any provision of this Agreement be deemed void, all other provisions of the Agreement will remain in effect.

Metro Video Systems, Inc.

SIGNATURE BLOCK

In Witness Whereof, the Parties Execute this Agreement for Themselves on the Day and Year First Written Above.

METRO VIDEO SYSTEMS, INC.



By: Timothy Weir
Its: President

HOLLYWOOD PROPERTY OWNERS ALLIANCE



By: Kerry Morrison
Its: Executive Director

EXHIBIT A

Scope of Work

1. 11 Total 2.0MP Sony PTZ Cameras Public Surveillance Cameras
2. Check that the performance of the systems continues to meet the agreed specification/operational requirement per the manufacturers.
3. Clean, refocus and readjust all video surveillance cameras.
4. Ensure that all cameras have a proper field of view and are free of obstructions in the picture.
5. Clean camera domes, outdoor housing glass and lenses.
6. Verify that all devices are securely mounted.
7. Note any wear and tear and/or damage to any devices and replace equipment under warranty.
8. Check all fuses on power supplies.
9. Check random recording and viewing parameters.
10. Check NVR's for proper recording, playback functions and archiving.
11. Inspect CCTV System for proper functionality and the monitors at the Hollywood PD
12. Check the night-time performance of all interior/exterior cameras.
13. Clean and air dust each NVR and rack and remove all debris.
14. Check programming on each NVR.
15. As required, install software updates. Major updates will be a surcharge per the manufacturer.
16. Check and maintain all wiring, cabling and associated connectors.
17. Check indicator lamps are working correctly.
18. Check warning labels and seals on all external equipment are still in place.
19. Check all cables and conduit are properly supported, undamaged and showing no signs of wear.
20. Check for sound physical fixings of all equipment including loosening or corrosion of supports and fixings including towers and Brackets.
21. Check the picture quality of each camera and correct monitor selection.
22. Check all automatic, network and remote camera functions are satisfactory and that camera movement and fields of view are free from obstruction.
23. Customer has an option for a portal into MVS RazorSyn that includes service ticket and resolutions for one (1) time \$250.00 fee set-up
24. Locations Include: Hollywood/Sycamore, Hollywood/Highland, Hollywood/Las Palmas, Hollywood/Whitley, Hollywood/Cahuenga, Hollywood/Vine, Hollywood/Gower, Sunset/Cahuenga, Selma/Schrader, Yucca/Cahuenga, Hollywood/Wilcox
25. Usage of Bucket Truck Included in the monthly fees
26. HPOA agrees to interface with each agency/owner for keys, entry and pathways to service the system

EXHIBIT B

EXCLUSIONS

Regardless of the terms of the Agreement, Customer agrees to pay the cost of labor and equipment to repair, replace or reconnect any equipment connected to the system in the event of a fault if the cause includes (but not limited to) the following:

1. Accidental or malicious damage to the equipment or interference or tampering with the equipment by the Customer or a third party other than normal user operation. All warranties are contingent upon the proper use and maintenance of the equipment and/or any cabling system provided or installed by MVS.
2. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities including, but not limited to, the failure to provide, or the failure of adequate electrical power, UPS power supplies, air conditioning or humidity control, or such special requirements noted by MVS.
3. Repair of damage or increase in service time caused by use of the equipment for other than an ordinary use, for which the equipment was engineered and designed.
4. Repair of damage, replacement parts or repetitive service calls caused by the use of unauthorized materials or equipment, or repairs by any unauthorized individuals.
5. Any insurable loss, including repair of damage or increase in service time caused by accident, disaster, which shall include, but not limited to, fire, flood, earthquake, water, wind, lightning, and other acts of God; transportation; vandalism, neglect or misuse, whether or not Location is insured for such events.
6. Damage caused by rodent or any other animal activity, or the repair or resetting of the system due to the activation caused by animal or insect infestation.
7. Electrical work, UPS or other power supplies, external to the equipment or accessories furnished by MVS. Also, underground conduit, wiring or fiber not installed by MVS.
8. Elimination of interference or background noise in the reception of picture, sound, or data, if such interference is present.
9. Re-programming or reloading of the system and/or the client database for computer-based systems will be provided on an as-needed basis only.
10. Changes to the layout, equipment, furnishings or environmental conditions internal or external to the property that interfere with, prevent the operation of, or reduce the performance or sound level of any part of the system.
11. MVS is not responsible for data protection including hacking and virus infection.
12. Bonds, parking and additional insured certificate fees.